IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.55 OF 2006

IN

SUIT NO.2989 OF 2005

...

M/s.Chamunda Earthmover
through its Partner
Mr.Ramesh Thakker ...Plaintiff

v/s.

I.R.Enterprises & ors. ...Defendants

...

Ms.Shilpa Kapil for the Plaintiff.
Mr.A.Y.Sakhare i/b J.S.Kini for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 19TH JUNE, 2006

P.C.:

Heard the learned Counsel for both sides. It appears that though the Plaintiff claims that there was a concluded contract between the Plaintiff and the Defendant, the Plaintiff is not in a position to show even the quantity of the work that the Defendant required the Plaintiff to carry out. The defence of the Defendant is that the Plaintiff left the work incomplete and therefore the Defendant had to get that work done by somebody else, and in the process the Defendant suffered loss. The Defendant has in paragraph 5 of his reply given the details of the work that were required to be got done by some other agencies, because the Plaintiff left the work incomplete. Though the Plaintiff has filed the rejoinder, the Plaintiff has chosen not even to deal with the paragraph 5 of the reply.

2. Taking overall view of the matter, therefore, in

my opinion, it cannot be said that the defence put up by the Defendant is merely a moon shine defence and the Defendant does not have substantial defence to offer. Summons for judgment is, therefore, disposed of. Defendant is granted unconditional leave to defend the suit. Suit be transferred to commercial cause list. Defendant to file written statement within a period of eight weeks from today.

...